

NO. 12622  
FILED WITH SECRETARY OF STATE  
Date Filed 12-23-87  
*[Signature]*  
Secretary of State

INTERGOVERNMENTAL AGREEMENT      Project AZM-600-1-203  
BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF SCOTTSDALE

THIS AGREEMENT, entered into pursuant to A.R.S. §11-951 through §11-954, be and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the CITY OF SCOTTSDALE, a municipal corporation, hereinafter called "CITY."

WHEREAS, the Director, Arizona Department of Transportation, is empowered by A.R.S. §28-108 to enter into this Agreement and has duly authorized the Assistant Director, Highways Division, to execute the same; said authorization being attached hereto and incorporated herein as Exhibit A;

WHEREAS, the CITY, acting by and through its duly elected governing body, pursuant to A.R.S. §48-572 <sup>MD. file</sup> has, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement specifying their respective maintenance responsibilities concerning certain portions of Pima Road, which are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C;

WHEREAS, on July 24, 1987, the State Transportation Board ratified a lease with the Salt River Pima-Maricopa Indian Community, hereinafter called "COMMUNITY," which will result in the reopening of the northbound lane of Pima Road located on Reservation land, hereinafter called "ROAD."

It is, therefore, necessary to specify jurisdictional responsibility for maintenance, law enforcement and liability of ROAD.

Now, therefore, the parties hereto mutually agree as follows:

1. Maintenance and Repair:

The CITY shall, at its own cost and expense, maintain the ROAD and improvements thereon in good order and repair in compliance with applicable laws, ordinances and regulations. CITY shall be authorized to repave, chip seal, slurry seal overlay the roadway as required to meet its obligations herein.

Moreover, the CITY shall provide, pay for and have the responsibility for:

- a. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surfaces, sidewalks, curbs, medians and catch basins; and
- b. Removal of sand, rock and other debris caused by slides or other unusual causes; and
- c. Striping and marking; and

2. Law Enforcement:

The City may, to the extent it has lawful authority to do so, negotiate with the COMMUNITY an agreement allocating responsibility for law enforcement on the road.

3. Public Liability Insurance:

CITY shall provide public liability insurance of a type and in an amount similar to the insurance applicable to other roads under its jurisdiction and shall furnish acceptable evidence of said coverage

to the Secretary of the Interior. The CITY will maintain this insurance for the period of this Agreement.

4. Additional Insurance:

The CITY shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the CITY. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The CITY will maintain the insurance for the period of this Agreement.

5. Funding:

The CITY shall budget and set aside sufficient funds to cover the cost of fulfilling its responsibilities under this Agreement. The City Manager shall make his best effort to obtain funding for this contract each fiscal year, however, if the Scottsdale City Council in its budget for any future fiscal year elects not to budget or appropriate funds to service this Agreement, the CITY shall have the right to terminate this Agreement without liability upon thirty (30) days notice to the STATE.

6. Term:

The terms, conditions and provisions of this Agreement shall remain in full force and effect until such time that the STATE designates, through State Transportation Board action, that ROAD shall become a State Highway in the State Highway System, or until the STATE terminates its lease on ROAD by other means than purchasing an easement for right of way for ROAD, or unless terminated earlier by mutual consent of the parties hereto, or unless this Agreement

violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future, or unless terminated by the CITY pursuant to paragraph 5 of this Agreement.

7. Effective Date:

That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

8. Attachments:

Attached hereto are resolutions of the Department of Transportation (Exhibit A), the CITY (Exhibit B), authorizing both entities to enter into this Agreement; a map (Exhibit C); a separate written determination by both City Attorney of CITY (Exhibit D) and the Attorney General for STATE, that this Agreement is in proper form and within the powers and authority granted to the respective agencies under its laws or ordinances.

9. A.R.S. §38-511:

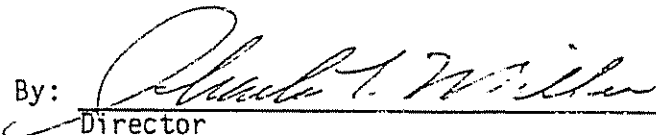
All parties are put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38-511.

10. Hold Harmless:

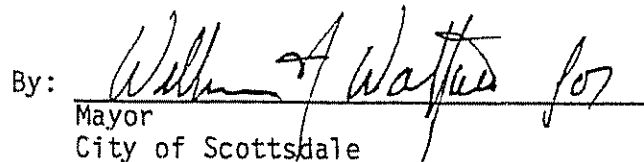
The STATE believes that it has a valid and enforceable lease for the property described as the ROAD in the present Agreement and that it may lawfully authorize the CITY to enter the ROAD for the purposes described in this Agreement. The STATE shall defend and hold harmless the CITY from any suits or claims of any sort whatsoever arising out of the claimed invalidity of the STATE's lease for the ROAD and brought by the community, any allottee, or any person claiming any interest in the ROAD.

IN WITNESS WHEREOF, the parties have executed this Agreement that  
day and year first written above.

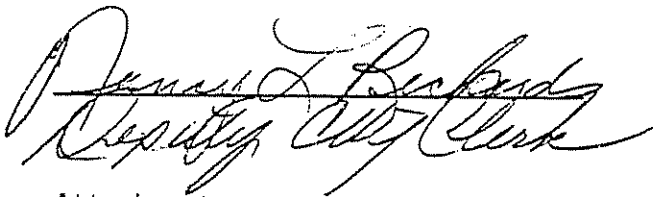
STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Director  
Arizona Department of Transportation

CITY OF SCOTTSDALE

By:   
Mayor  
City of Scottsdale

Attested:

  
Deputy City Clerk

Attachments

PROJECT: AZM-600-1-203

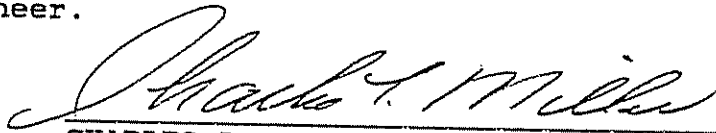
SECTION: Northeast Outer Loop  
SR 117

Shea Blvd. - Salt River

RESOLUTION

BE IT RESOLVED on this 10th day of August, 19 87,  
that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF  
TRANSPORTATION, have determined that it is in the best interests  
of the State of Arizona that the DEPARTMENT OF TRANSPORTATION,  
acting by and through the Highways Division, enter into an  
intergovernmental Agreement with the City of Scottsdale.

THEREFORE, authorization is hereby given to draft said Agreement  
which, upon completion, shall be submitted for approval and  
execution by the State Engineer.



CHARLES L. MILLER, Director  
Arizona Department of Transportation

RESOLUTION NO. 2964

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY FOR THE MAINTENANCE OF PIMA ROAD

WHEREAS, the State of Arizona has acquired a lease on certain portions of the northbound lane of Pima Road, and

WHEREAS, the State has requested the City to assume responsibility for the maintenance of said leased portions of Pima Road, and

WHEREAS, the City Council finds it to be in the best interests of the City of Scottsdale to enter into an agreement with the State providing for the maintenance of said roadway by the City,

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That the City of Scottsdale enter into an Intergovernmental Agreement with the State of Arizona for the maintenance of certain portions of Pima Road by the City of Scottsdale. A copy of said Intergovernmental Agreement is attached hereto and incorporated herein by reference.

Section 2. That the Mayor of the City of Scottsdale is hereby authorized to sign said agreement on behalf of the City.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 17th day of August, 1987.

CITY OF SCOTTSDALE  
A Municipal Corporation

By: Herbert R. Drinkwater for  
Herbert R. Drinkwater, Mayor

ATTEST:

Roy R. Pederson  
City Clerk

By: Deputy City Clerk

APPROVED AS TO FORM:

Nick D. Dallen  
City Attorney

Exhibit B

### CERTIFICATION

The undersigned attorney for the City of Scottsdale has reviewed the foregoing intergovernmental agreement between the State of Arizona and the City of Scottsdale for the maintenance of Pima Road and has determined that said agreement is in proper form and is within the powers and authority granted to the City of Scottsdale under its City Charter and the laws of the state.

DATED this 17<sup>th</sup> day of August, 1987.

A handwritten signature in black ink, appearing to read "Nick Dottermann". The signature is fluid and cursive, with the first name "Nick" and last name "Dottermann" clearly distinguishable.

Nick Dottermann  
Deputy City Attorney





Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. AP-87-34557RD is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21ST day of DECEMBER, 1987.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division

CITY OF SCOTTSDALE'S  
JURISDICTIONAL  
RESPONSIBILITY

